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RECORDATION NO. 15272-18

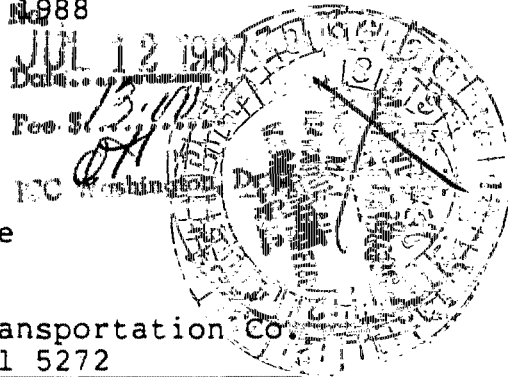
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July 8, 1988

INTERSTATE COMMERCE COMMISSION

Ms. Noreta McGee  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, D.C. 20423



Re: Southern Pacific Transportation Co.  
Recordation Number 1 5272

Dear Secretary:

Please find enclosed an original and three copies of the secondary document described below, to be stamped and recorded pursuant to Section 11303 of Title 49 of the U.S. Code. The primary document relating thereto was filed with your office on July 24, 1987, and was assigned the recordation number 1 5272. The description of the primary document appearing in your index is as follows: Sale and Conditional Sale-Back Agreement, dated as of June 1, 1987 between Southern Pacific Transportation Company and First Pennsylvania Bank N.A., as agent for The CIT Group/Equipment Financing, Inc.

The secondary document to be recorded with your office herewith is a First Amendment to the Sale and Conditional Sale-Back Agreement. The names and addresses of the parties to this document are as follows:

Agent: First Pennsylvania Bank N.A.  
30 S. 30th Street  
Philadelphia, PA 19104

as agent for

The CIT Group/Equipment Financing Inc.  
270 Park Avenue  
New York, New York 10017

Debtor: Southern Pacific Transportation Company  
One Market Plaza  
San Francisco, CA 94105

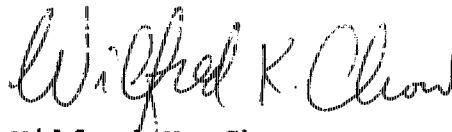
A designation of the equipment covered by the document follows:

36 remanufactured 3,600 horse-power diesel locomotives, model No. SD45-T2 (original model No. SD45-2); any and all replacements and accessions in such locomotives and any and all replacements of parts thereof, whether as a result of any repair or maintenance thereof or any improvement thereon or for any other reason whatsoever; and any proceeds of the foregoing. The old road numbers, the new road numbers and serial numbers on such locomotives are set forth in Annex A to the First Amendment to the Sale and Conditional Sale-Back Agreement.

A short summary of the secondary document to appear in the index follows: (Secondary) First Amendment to the Sale and Conditional Sale-Back Agreement, dated as of June 1, 1987, between Southern Pacific Transportation Company and First Pennsylvania Bank N.A., as agent for The CIT Group/Equipment Financing, Inc.

A fee of \$13 is enclosed. Please return the original stamped and recorded copy and any extra copies not needed by the Commission for recordation to the undersigned. If you have any questions regarding this filing please contact the undersigned at 212-820-1808.

Sincerely yours,

  
Wilfred K. Chow

Enclosure

**Interstate Commerce Commission**  
Washington, D.C. 20423

7/12/88

OFFICE OF THE SECRETARY

Wilfred K. Chow  
Dewey Ballantine Bushby Palmer & Wood  
140 Broadway  
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/12/88 at 2:55pm, and assigned re-cordation number(s). 15272-B.

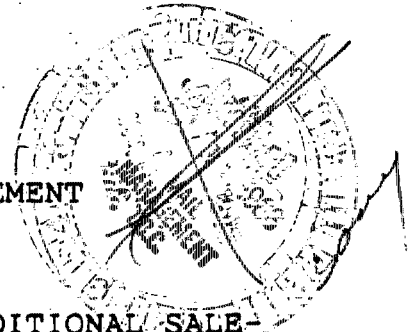
Sincerely yours,

*Narta L. McGee*  
Secretary

Enclosure(s)

JUL 12 1988 - 8 45 AM

## INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO THE  
SALE AND CONDITIONAL SALE-BACK AGREEMENT

FIRST AMENDMENT TO THE SALE AND CONDITIONAL SALE-BACK AGREEMENT, dated as of March 24, 1988, between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Railroad"), and FIRST PENNSYLVANIA BANK N.A. (the "Agent").

WHEREAS, the Railroad and the Agent have entered into a Sale and Conditional Sale-Back Agreement, dated as of June 1, 1987 (the "SCSA");

WHEREAS, Schedule A to the SCSA contains certain inadvertent, clerical errors regarding "Old Road Numbers" and "Serial Numbers" set forth therein; and

WHEREAS, the Railroad and the Agent desire to correct these errors and to give effect to the SCSA as if Schedule A contained the correct numbers as of the date of the SCSA;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

Section 1. Definitions.

All terms used but not defined herein that are defined in the SCSA have the respective meanings specified therein.

Section 2. Amendment. The old road numbers, the new road numbers and the serial numbers set forth in Schedule A to the SCSA are hereby amended to read in their entirety as the old road numbers, the new road numbers and the serial numbers, respectively, set forth in Annex A hereto. The Railroad and the Agent hereby agree to give full force and effect to the terms and provisions of the SCSA as if the old road numbers, the new road numbers and the serial numbers contained in Schedule A to the SCSA are only as set forth in Annex A hereto as of the date of the SCSA.

Section 3. Representations and Warranties. The Railroad hereby represents and warrants to the Agent as follows:

(a) Annex A hereto sets forth the true and correct old road number, new road number and serial number for each of the 36 units of Equipment that is subject to the

lien created under the SCSA in favor of the Agent, and that the bills of sale, the Officers' Certificates and the copies of the Certificates of Acceptance previously delivered to the Agent pursuant to Article 3 of the SCSA in the aggregate refer to, and refer only to, the units of Equipment identified by the old road numbers, new road numbers and serial numbers set forth in Annex A hereto.

(b) The Railroad has caused each unit of Equipment to be kept numbered with its identifying numbers as set forth in Annex A hereto.

Section 4. Indemnity. The Railroad agrees to indemnify, protect and hold harmless the Agent from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, including reasonable counsel fees, arising out of the errors being amended by Section 2 hereof.

Section 5. Miscellaneous. (a) The provisions of the SCSA, and all of the terms, covenants, conditions and representations set forth in the SCSA shall continue and remain in full force and effect as provided in the SCSA, except as specifically modified, amended or supplemented by this Amendment.

(b) This Amendment shall be effective from the date first above written.

(c) This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be originals; but all such counterparts shall together constitute but one and the same First Amendment To the Sale and Conditional Sale-Back Agreement.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Amendment to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

FIRST PENNSYLVANIA BANK N.A., as  
Agent,

[Corporate Seal]  
Attest:

By George J. Dwyer  
Title: CORPORATE TRUST OFFICER

*M. M. M. M.*  
Assistant Secretary

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY,

[Corporate Seal]  
Attest:

By \_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Assistant Secretary

)  
) ss.:  
)

On this 20<sup>th</sup> day of June, 1988, before me personally appeared George J. Reysen, to me personally known, who, being by me duly sworn, says that he is a Corp. Tr. Officer of FIRST PENNSYLVANIA BANK N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry  
Notary Public

[Notarial Seal]

My Commission expires:

LYNNE N. MCCORRY  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 2, 1990

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Amendment to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

FIRST PENNSYLVANIA BANK N.A., as  
Agent,

[Corporate Seal]  
Attest:

By \_\_\_\_\_  
Title:

\_\_\_\_\_  
Assistant Secretary

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY,

[Corporate Seal]  
Attest:

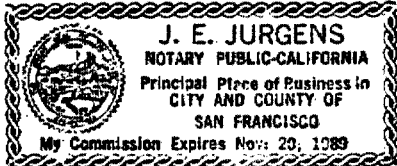
By E. J. Seady  
Treasurer

A. J. Seidman  
Assistant Secretary



STATE OF CALIFORNIA )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this 22 day of June, 1988, before me personally appeared E. F. GRADY, to me personally known, who, being by me duly sworn, says that he is the Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



  
Notary Public

[Notarial Seal]

My Commission expires: 11-20-89

Notary Public-California  
City and County of  
San Francisco

ANNEX A

<u>SP</u> <u>Old Road Number</u>	<u>SP</u> <u>New Road Number</u>	<u>Serial Number</u>
9203	6793	7336-38
9212	6794	72601-4
9221	6795	72601-13
9247	6796	72601-39
9202	6797	7336-37
9172	6798	7336-7
SSW 9165	6799	7348-9
9228	6800	72601-20
9179	6801	7336-14
9246	6802	72601-38
9170	6803	7336-5
9223	6804	72601-15
SSW 9159	6805	7348-3
9217	6806	72601-9
9233	6807	72601-25
9235	6808	72601-27
9167	6809	7336-2
SSW 9279	6810	72625-19
SSW 9292	6811	72625-32
9304	6812	73621-3
9306	6813	73621-5
9312	6814	73621-11
9183	6815	7336-18
SSW 9269	6816	72625-9
9241	6817	72601-33
9240	6818	72601-32
9193	6819	7336-28
9249	6820	72601-41
9321	6821	73630-7
9336	6822	73630-22
SSW 9285	6823	72625-25
SSW 9297	6824	72625-37
9229	6825	72601-21
9224	6826	72601-16
SSW 9301	6827	72625-41
SSW 9271	6828	72625-11